

MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
MANAGEMENT SERVICES DIVISION -
DISABILITY SERVICES DIVISION



YEAR 2006
PROFESSIONAL SERVICE CONTRACTS:
ACCOUNTING SERVICES
Medicaid Waiver

Rob Henken, Director
Milwaukee County Department of Health and Human Services

**MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
MANAGEMENT SERVICES DIVISION**

REQUEST FOR PROPOSALS

PROFESSIONAL ACCOUNTING SERVICES

INTRODUCTION

The Milwaukee County Department of Health and Human Services (DHHS) is seeking proposals from qualified persons interested in providing accounting services, under a Professional Service Agreement in 2006, to the Accounting section of the Management Services Division.

BACKGROUND

The function of the Accounting Section is to coordinate and monitor accounting activities for the Department of Health and Human Services, Disability Services, Delinquency and Court Services, Economic Support and Behavioral Health Divisions; and, to serve as fiscal liaison between the Department and Central Accounting and Budget Departments within the County and Various State and Federal Agencies. The 2006 budget includes over \$160 Million in revenue from various State and Federal Agencies. The Accounting Section is responsible for the following:

- Reporting on and claiming all revenue from the various funding sources.
- To monitor compliance with governmental and contractual requirements from the various Federal and State funding sources.
- To prepare reports for and disseminate information to DHHS divisions and other County departments;
- To prepare special informational and statistical reports and work on special projects for the State, the County Board and other County departments when requested. Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the responsibility of the Accounting Section to perform analyses, prepare reports and complete projects in a timely manner. This may involve data collection and/or the development of a software program to analyze data;
- To serve as fiscal liaison with DHHS divisional program administrators; other County departments and State and Federal Agencies.

DESCRIPTION OF PROFESSIONAL SERVICES REQUIRED

1. Analysis and Review of the components of the Medicaid Waiver programs administered by the Disability Services Division.

The accountant must possess knowledge of the rules and regulations regarding the Medicaid Waiver (Long Term support) programs administered by counties in the State of Wisconsin.

The accountant selected must be able to perform fiscal analyses using large volume of detail data, understand microcomputer techniques and software programs; prepare correspondence; respond to inquiries; participate in meetings; and, assist in maintaining departmental records and systems.

To maintain consistency and continuity with DHHS staff, the Department requests that the Contractor identify the principal person on the Contractor's staff to perform these services. The individual so designated shall possess at a minimum the qualifications and skills specified in the Qualifications section of this RFP (see page 5.) The person performing the services must be available on a continuous basis as the analysis involves ongoing communication and interaction with others as well as participation in meetings.

Information related to clients and provider agencies are sensitive and confidential in nature and cannot be taken outside of the Department. Accordingly, the work must be conducted in an office in the Accounting Section. The Department of Human Services shall maintain ownership and physical custody of all work papers, notes, memoranda and other miscellaneous documents and information generated in the course of the review process. However, the Department may agree to make the above noted documents available to Contractor, at the Contractor's request, if said documents are shown to be relevant or necessary for insurance purposes, or for any litigation, investigation or inquiry by a professional organization of Certified Public Accountants.

The following is a list of projects we would like to accomplish in 2006, in conjunction with existing accounting and program staff, but not be limited to the following:

- **Cost analysis:**

- Prepare and analyze reports, looking for trends and unusual activity, based upon 2005 actuals:

- Current reports and monitoring

- Monthly projections against contract amount and budget
 - Case management by contracted agencies
 - Average cost per client, detail by funding source
 - Targeted case management revenue earned by agency (Birth to Three)
 - SSI/SSA by client receipts
 - Update cost of case management (budget and actual) both internal and contracted case managers
 - Prepare WIMCR (Wisconsin Medicaid Cost report) cost reports:
 - Track MAPC (Medicaid Personal Care) revenue

This list is not meant to be all-inclusive; we are looking to expand this list to create better management tools.

- Ongoing – prepare and monitor the reports defined above, monthly, look for trends and unusual activity

- **Rates/provider/service:**

- To assist in modification of current accounts payable mechanisms to implement more effective procedures, e.g., providers being paid on standardized billing forms
 - Assist in creating a procedure for requiring administrative review for all variance requests.

- Develop provider information database to include all providers in the Disability Services Fee For Services Network, with detailed service, cost and availability information.
 - Establish new procedures for Case Managers for preparation of Individualized Service Plans
 - Research a method to access and obtain Medicaid records to verify and record Hospital days
- 2. Take the lead in the preparation of special informational and statistical reports, and work on special projects, which may be requested by the State, the County Board, and/or other County departments.** Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the responsibility of the Accounting Section and the Disability Services Division to perform analyses, prepare reports and complete projects in a timely manner. This may involve data collection and/or the development of a software program to analyze data.
- 3. Perform other duties as requested.**

TIMEFRAME OF CONTRACT

It is expected that the person under contract to provide professional accounting, auditing and audit review services will begin on or about **January 1, 2006** and end on **December 31, 2006**. However, if agreed to by both parties, the contract may be extended for two years with a rate increase in the subsequent years limited by the rate of inflation in the prior calendar year, if funding is continued into future years.

COMPENSATION

Under a Professional Service Agreement, Milwaukee County will agree to pay the person providing the accounting services an hourly rate for any and all hours worked as requested by County. The Department has \$80,000 in its budget allocated for this contract. The amount of work will depend upon the hourly rate and the needs of the Department. The applicant's requested hourly rate should be submitted in the proposal. Payment for these services under this agreement will be made upon presentation of a written monthly, itemized and verified statement on such forms and in such detail as may be required by the County. The Department makes no guarantee or representation that the Contractor chosen to perform this work will receive the entire amount of this allocation.

QUALIFICATIONS OF THE ACCOUNTANT PROVIDING THE SERVICES

- Possession of a bachelor's degree with a major in accounting and licensed as a Certified Public Accountant (CPA).
- Seven (7) years of professional experience as an accountant; five (5) years of experience working with the Wisconsin Medicaid Waiver Programs.
- Knowledge of governmental accounting, with a specific knowledge of the Wisconsin Medicaid Waiver programs; experience in governmental accounting and budgeting is required.

- Knowledge of Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS).
- Knowledge of the principles, practices and procedures of general accounting and financial/operational analyses.
- Familiarity with methods of accounting, and skill in the application of computer techniques and software programs.
- Ability to compile and objectively analyze data to reach valid conclusions.
- Ability to prepare and present oral and written reports and recommendations.
- Ability to work effectively and cooperatively with the public and department administrators and staff.

INDEMNITY

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Agreement.

PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE

The successful service provider/applicant shall either utilize computer applications that comply with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by county applications.

CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

- a. The Contractor agrees to abide by all confidentiality requirements imposed by state, federal and local laws. The Contractor agrees to comply with any other requirements that might be developed by the County to insure the confidentiality of proprietary data from a variety of sources.
- b. The Contractor agrees that all programs, tables, manuscripts, databases or any other products developed under the terms of the agreement are the sole property of the County and will not release or share such information in any manner without the expressed, written consent of the County.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

- a. **General Provision of Intent.** Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Health and Human Services (HHS) or the Wisconsin Office of the Commissioner of Insurance.
- b. **Changes to the Contract.** Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPAA
- c. Pursuant to HIPAA , and its implementing regulation, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR part 160 and part 164 subparts A and E, hereinafter referred to as the HIPAA Privacy Rule, the Covered Entity (Milwaukee County DHHS) and the Business Associate (Contractor) (jointly the Parties) shall enter into an Agreement that addresses the requirements of the HIPAA Privacy Rule with respect to “business associates” as defined in the HIPAA Privacy Rule.

Specifically the Agreement is intended to ensure that Business Associate will establish and implement appropriate safeguards (including certain administrative requirements) relating to Protected Health Information Business Associate may create, receive, use, or disclose in connection with certain functions, activities, or services (collectively Services) to be provided by Business Associate to Covered Entity. The Services to be provided by the Business Associate shall be identified in the Underlying Service Agreement (Contract) between the Parties.

The Parties acknowledge and agree that in connection with the services to be provided, Business Associate will create, receive, use, or disclose Protected Health Information (PHI).

INSURANCE

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers’ Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including Employer’s Liability and insurance covering General and Automobile Liability coverages in the following minimum amounts:

Type of Coverage	Minimum Limit
<u>Wisconsin Workers’ Compensation</u> or Proof of all States Coverage	Statutory
<u>Employers’ Liability</u>	\$100,000/\$500,000/\$100,000
United States Longshoreman and Harbor Workers Compensation Act Coverage	If required by law

Commercial General Liability

Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
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Automobile Liability

Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
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MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AND BE AFFORDED A THIRTY DAY (30) WRITTEN NOTICE CANCELLATION OR NON-RENEWAL. DISCLOSURE MUST BE MADE OF ANY NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A CERTIFICATE INDICATING THE ABOVE COVERAGES SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY COUNTY FOR THE DURATION OF THIS AGREEMENT.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

RIGHT OF TERMINATION

It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of funds from the budget. County, therefore, reserves the unilateral right to terminate participation in such service upon thirty (30) days written notice when, (1) it appears that the funds budgeted (or provided through grants) for such purpose will be exhausted or terminated, or (2) failure of Contractor to fulfill its obligations under this agreement, or (3) violation of the provisions of this agreement, or for any other reason which in the judgment of the County makes it necessary or desirable to terminate this agreement.

CONTRACT RENEGOTIATION

The Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.

INDEPENDENT CONTRACTOR

Nothing contained in the Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into the Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

SUBCONTRACTS

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of County.

CONTRACT APPROVAL

As set forth in section 56.03, Milwaukee County Code of General Ordinances, for a professional services contract with a value of fifty thousand dollars (\$50,000.00) or more, approval by the county board is required. The contract must be approved by the office of the corporation counsel prior to execution. All contracts will be reviewed and approved, in writing, by the county's risk manager for financial responsibility and liability management, including appropriate insurance provisions and modifications in indemnity agreements.

ASSIGNMENT LIMITATION

The contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations under the contract without the prior written consent of the other.

NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In accordance with Section 56.17 of the General Ordinances of Milwaukee County, adopted by the Milwaukee County Board of Supervisors on March 11, 1969, the following provisions shall apply:

- a. In the performance of work under this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of the nondiscrimination clause.

Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto and made a part of this contract. The program shall have as its objective to increase the utilization of women, minorities and persons with disabilities, and other protected groups, at all levels of employment, in all divisions of contractor's work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, County shall have sufficient cause to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

- b. No contract by or on behalf of Milwaukee County shall be let to any party whose name appears on the list of ineligible contractors maintained by the Equal Opportunities Division of the State of Wisconsin.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

I. GENERAL

- A. The successful consultant/service provider shall comply with 49 CFR Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE) firms on all US DOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. (Refer to Section II(A) for the specific DBE participation requirements and contract goal). (The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under 49 CFR Part 26).
- B. The Disadvantaged Business Development (CDBP) office of the Milwaukee County Board of Supervisors is authorized to make the determination that consultant/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing the following:
 - 1. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014PS) form; or
 - 2. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the consultant/service provider must submit the Certificate of Good Faith Efforts (DBD-001PS) form and all relevant documentation to the CDBP office for its GFE determination within three (3) working days of notification of being the successful proposer.

The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR § 26.53 and Appendix A to 49 CFR Part 26 provides guidance regarding GFE). Also refer to Milwaukee County DBD Provisions governing GFE attached to this document.

- C. In the event the CBDP office determines that the consultant/service provider has failed to meet the GFE requirements, consultant/service provider is entitled to appeal this determination. The provisions of 49 CFR § 26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP of the failure to meet the GFE requirement. The request should be sent to:

CBDP
City Campus, Room 800
2711 West Wells Street
Milwaukee, WI 53208

- D. Prime consultant/service provider must submit with its proposal, the Sub-consultant Information Sheet (DBD-002PS) form.
- E. The consultant/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the CBDP office. These shall include, but not be limited to, Milwaukee County DBE Utilization Plan, DBE Utilization Reports, and Sub-Consultant Information Sheet as directed. Failure to submit forms and reports as prescribed herein, will result in disqualification of proposal, delay in payments, or other sanctions deemed appropriate by the County, including those listed under Section (I)(F).
- F. When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime consultant/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the consultant/service provider is not in compliance with the specifications, the County will notify the consultant/service provider in writing of the corrective action that will bring the consultant/service provider into compliance. If the consultant/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
1. Terminate or cancel the contract, in whole or in part.
 2. Remove the consultant/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three years.
 3. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP of consultant/service provider's bad faith.
 4. If the consultant/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses, and actual attorneys' fees incurred in the collection action.

II. DBE PARTICIPATION GOAL

- A. Each prime consultant/service provider shall utilize DBE Firms to a minimum of 17% DBE of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS) form. Consultants/service providers receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.
- B. Consultant/service provider should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Consultants/service providers must submit a Commitment to Subcontract to DBE Firms form or a DBE Utilization Plan in their proposal including, but not limited to, the following information (see form DBD-14PS for additional details):
 - 1. Name(s) of DBE(s) being considered for utilization.
 - 2. Description of services that will be provided by the DBE(s).
 - 3. Percentage of the work assigned to the DBE(s). Also, include dollar amount.
- C. For a list of certified DBEs, call the Certification Section at (414) 278-4747. If you need additional assistance in the identification of DBEs, contact the CBDP office at (414) 278-5210.
- D. A prime consultant/service provider shall count towards the DBE requirement and be credited with one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP office through the application of 49 CFR § 26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
- E. Prime consultant/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBEs.
- F. Listing a DBE on the Commitment to Subcontract to DBE Firms form or Plan shall constitute a written representation and commitment that the prime consultant/service provider has communicated and negotiated directly with the DBE firms(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP office within seven (7) days from the Notice to Proceed.
- G. Prime consultant/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.

- H. DBE Utilization Reports/Payment Applications. DBE Utilization Reports (form DBD-016PS) must be submitted with the Payment Applications. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.
- I. Final Payment Verification. The prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (DBD-018PS) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
- J. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP office.

PROHIBITED PRACTICES AND CONFLICT OF INTEREST

During the period of the Contract, Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Health and Human Services representing County or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Director of the Department of Health and Human Services. No employee of the Milwaukee County Department of Health and Human Services representing County shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business unless approved in writing by the Director of the Department of Health and Human Services.

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances which states in part, "No person may offer to give to any County officer or employee or his immediate family, or no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby."

Said Chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

PROPOSAL CONTENTS AND EVALUATION

The RFP submitted by persons wishing to be considered for a contractual relationship to provide the professional accounting services must include the information outlined below.

Milwaukee County "DBE" forms as well as the EEOC form and Prohibited Practices And Conflict Of Interest Certification included with this RFP material must be completed, signed and submitted with each proposal.

COVER PAGE - A cover page should accompany each proposal which identifies the name of the individual who should be contacted if clarification of the proposal's contents is necessary. In addition to the name of the contact person, the cover page should also include the full address of the person, the telephone number, as well as the Social Security Number of the person or the Federal Identification Number of the business.

The percentages shown below indicate the level of importance which will be placed on each section or area of information during review of the proposals.

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION - (10 Points)

The proposal shall include DBE participation as required by Milwaukee County Ordinance 56.30(2)(b). A Milwaukee County "DBE" Participation Form must be completed, signed and submitted with each proposal. The form is included with this RFP material.

2. QUALIFICATIONS - (35 Points)

In the Qualifications section of the proposal, the applicant has the opportunity to furnish credentials. The applicant should also provide the name and a resume of the principal person providing the services as well as information addressing professional experience as an accountant, an auditor, and an audit reviewer. In addition, knowledge of governmental accounting, auditing, general accounting principles, financial/budget analysis as well as knowledge of data processing methods of accounting could be included in the proposal.

3. EXPERIENCE - (35 Points)

In the Experience section of the proposal, the applicant has the opportunity to describe in greater detail (than the Qualifications section) professional experience as an accountant, knowledge of and experience in governmental accounting and budgeting; as well as experience in the application of data processing methods of accounting. As part of Experience, the proposal may also include information that supports the applicant's ability to analyze data, to perform accounting functions, to prepare written reports and, to effectively and cooperatively work with others.

The proposal could include the following:

- a. a written plan for conducting compliance and fiscal reviews;
- b. a written plan for performing program and fiscal audits;
- c. correspondence prepared by the applicant which includes an analysis, compilation of findings, calculations and recommendations;
- d. copies of previously prepared reports;
- e. letters of support;
- f. references.

4. TIME SCHEDULE AND FEE FOR SERVICES - (20 Points)

The Time and Fee for Services information should indicate the time schedule in hours, days, weeks and months that the applicant/principal person is available to provide the services. The applicant should also indicate the fee or rate per hour of service provided under the Professional Service Agreement. The Department has \$80,000 in its budget allocated for this contract. The amount of work will depend upon the hourly wage and the needs of the Department. The Department makes no guarantee or representation that the Contractor chosen to perform this work will receive the entire amount of this allocation.

TOTAL POSSIBLE SCORE

100 POINTS

GENERAL REQUIREMENTS

Completed applications in response to the RFP must be received by the Milwaukee County Department of Human Services (DHHS) **no later than 4:00 p.m., Monday, January 30, 2006.** Proposals received after that date and time will not be considered for a contractual relationship. Applicants who are considered for the accounting position may be required to meet with County staff for in-person interview(s).

Three copies of the proposal must be submitted and may be mailed or delivered to:

Milwaukee County Department of Health and Human Services
Attention: Patricia Walslager, Fiscal Services Director
1220 W Vliet St, Room 301J
Milwaukee, WI 53205

A cover letter page should accompany each proposal that identifies the name of the individual who should be contacted if clarification of the proposal's contents is necessary. As noted above, the cover page should also include the full address and phone number of the contact person as well as the Social Security Number or the Federal Identification Number of the business.

Interested persons must be able to enter into a standard Professional Services Agreement with the Milwaukee County Department of Health and Human Services after approval of the Agreement by the Milwaukee County Board of Supervisors and the County Executive.

For further information, please contact Ms Pat Walslager, Fiscal Services Director at (414) 289-6027.

Milwaukee County retains the right to reject any and all proposals; to accept the proposal most beneficial to Milwaukee County; or to re-bid or re-advertise for the professional accounting services.

Milwaukee County "DBE" forms included with this RFP material must be completed, signed and submitted with each proposal.

PROHIBITED PRACTICES AND CONFLICT OF INTEREST CERTIFICATION

(Agency Name)

attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances and that it is aware of the Section on Prohibited Practices and Conflict of Interest listed on page 11 of the *Request for Proposals, Professional Accounting Services* published by the Milwaukee County Department of Health and Human Services, Management Services Division, and certifies that above named agency has not participated in any of the practices, nor has any financial interests, direct or indirect, as defined in the above referenced section, which would conflict in any manner or degree with the performance of services under this Contract.

(Authorized Signature)

(Date)

Additional Forms Posted:

EEOC Form

CBDP Forms